

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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RIZWAN RAJA,

Plaintiff,

**STIPULATION OF
SETTLEMENT OF
ATTORNEYS' FEES,
EXPENSES, AND COSTS**

-against-

JOHN W. BURNS AND THE CITY OF NEW YORK,

Defendants.
----- X

19-cv-01328(AMD)(RER)

WHEREAS, Plaintiff Rizwan Raja commenced this action by filing a complaint on or about March 15, 2019, alleging that defendants violated plaintiff's federal civil and state law rights; and

WHEREAS, by Memorandum and Order dated February 5, 2020, summary judgment was granted in part and denied in part to Plaintiff Rizwan Raja, and claims against former Defendant John W. Burns were dismissed;

WHEREAS, defendants have denied any and all liability arising out of Plaintiff Rizwan Raja's allegations; and

WHEREAS pursuant to Rule 68 of the Federal Rules of Civil Procedure, the City of New York offered on February 25, 2020 to allow Plaintiff Rizwan Raja to take a judgment against it in this action for the total sum of Twenty Thousand and One Dollars (\$20,001.00), plus reasonable attorneys' fees, expenses and costs to the date of this offer for Plaintiff Rizwan Raja's claims against all defendants in the action;



WHEREAS, on March 10, 2020, Plaintiff Rizwan Raja, by his attorney Daniel Ackman, Esq., accepted the City of New York's February 25, 2020 Rule 68 Offer of Judgment, and a judgment was entered on May 5, 2020; and

WHEREAS, pursuant to the Judgment entered on May 5, 2020, plaintiff agreed to dismissal of all claims against defendants with prejudice and released all defendants, the City of New York, and all departments, officials, employees, representatives and agents of the City of New York, past and present, in their individual and official capacities, from each and every claim and right to damages arising from the acts and omissions complained of in the Complaint and in the Amended Complaint; and

WHEREAS, plaintiff filed a motion for attorney fees on June 3, 2020, seeking a fee award of \$89,775; and defendants' opposed;

WHEREAS, upon referral by the District Court, the Magistrate Judge recommended a fee award of \$30,888 in a Report and Recommendation dated July 27, 2020, and plaintiff filed objections; and

WHEREAS, in a Memorandum Decision and Order dated March 23, 2021, the District Court adopted the Report and Recommendation in its entirety, and a judgment was entered on June 24, 2021 awarding plaintiff \$30,888 in attorney's fees and \$400 in costs, and plaintiff appealed;

WHEREAS, on August 1, 2022 the Second Circuit Court of Appeals issued an opinion vacating the judgment of the District Court awarding attorney's fees to plaintiff under 42 U.S.C. § 1988, and remanding the matter to the District Court for further proceedings consistent with the Court's opinion; and



WHEREAS, on September 6, 2022, plaintiff-appellant Rizwan Raja filed an application with the Clerk of the U.S. Court of Appeals for the Second Circuit to include an itemized bill of costs taxed against the City of New York in his favor for insertion in the Court's Mandate (see No. 21-945, ECF No. 96); and

WHEREAS, plaintiff's counsel, Daniel L. Ackman, represents that plaintiff Rizwan Raja has assigned all of his rights to attorneys' fees, expenses, and costs to his counsel, Daniel L. Ackman; and

WHEREAS, counsel for defendants and counsel for plaintiff now desire to resolve the issue of attorneys' fees, expenses, and costs without further proceedings.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, the attorneys of record for the respective parties to the above-captioned action, as follows:

1. The City of New York hereby agrees to pay plaintiff's counsel, Daniel L. Ackman, the total sum of FIFTY ONE THOUSAND NINE HUNDRED FIFTY SIX DOLLARS (\$51,956.00) ("Settlement Amount"), in full satisfaction of plaintiff Rizwan Raja's claim for all attorneys' fees, expenses, and costs, including all attorney's fees, expenses and costs for the appeal. In consideration for the payment of FIFTY ONE THOUSAND NINE HUNDRED FIFTY SIX DOLLARS (\$51,956.00), counsel for plaintiff agrees to release and discharge defendants City of New York and John W. Burns and all past and present officials, employees representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all claims of attorneys' fees, expenses, and costs that were or could have been alleged in the aforementioned action on behalf of plaintiff Rizwan Raja.

2. Plaintiff Rizwan Raja has assigned all of his rights to attorneys' fees, expenses, and costs to his counsel, Daniel L. Ackman.

3. Counsel for plaintiff, Daniel L. Ackman, hereby agrees and represents that no other claim for attorneys' fees, expenses, or costs arising out of this action, including any appeals, shall be made by or on behalf of plaintiff Rizwan Raja in connection with this action. Within one business day of the execution of this Stipulation of Settlement, Counsel for Plaintiff shall submit and file a letter with the Second Circuit, in the form specified in Exhibit A, withdrawing plaintiff-appellant's application to the Clerk of the U.S. Court of Appeals for the Second Circuit to include an itemized statement of costs taxed against the City of New York in the Court's Mandate (see No. 21-945, ECF No. 96). In the event costs are awarded by the Second Circuit or any other court, the Settlement Amount shall be offset by the amount of costs awarded, and such reduced Settlement Amount shall serve as full satisfaction for release by plaintiff and plaintiff's attorney of all claims for attorney's fees, costs, and expenses in this action.

4. Payment of the settlement amount shall be made by mailing a check made payable to Daniel L. Ackman in the amount of FIFTY ONE THOUSAND NINE HUNDRED FIFTY SIX DOLLARS (\$51,956.00), to plaintiff's counsel, Daniel L. Ackman, Esq., at 26 Broadway, 8th Floor, New York, New York 10004.

5. The City of New York shall make payment of the settlement amount for attorneys' fees, expenses, and costs within 90 days of receipt of all of the following: (1) a copy of this agreement executed by plaintiff's counsel; (2) a release executed by plaintiff's counsel, Daniel L. Ackman, in the form annexed hereto as Exhibit B; (3) a release executed by plaintiff in



the form annexed hereto as Exhibit C and (4) a W-9 executed by plaintiff's counsel, Daniel L. Ackman, in the form annexed hereto as Exhibit D.

6. Nothing contained herein shall be deemed to be an admission by the City of New York or defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York.

7. This Stipulation, and the settlement it represents, shall not be used by any party, and shall not be admissible in any other proceeding, litigation, or settlement negotiation, except in an action or proceeding to enforce the terms of this Stipulation.

8. This Stipulation contains all the terms and conditions agreed upon by the parties, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation regarding the subject matter of the instant action shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.


9. The parties have reviewed and revised this Stipulation, and any rule of construction, by which any ambiguities are to be resolved against the drafting party, shall not be applied in the interpretation of this Stipulation.



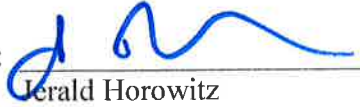
10. This Stipulation may be executed in counterparts, and scanned and/or facsimile signatures by the undersigned shall constitute original signatures.

Dated: New York, New York
 October 3, 2022

DANIEL L. ACKMAN, ESQ.
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By: 
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